

08-2314-CD
Midland Funding vs Frank Boyer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC

c/o Mann Bracken LLP
 4660 Trindle Road, 3rd Floor
 Camp Hill, PA 17011

Plaintiff

VS.

FRANK W BOYER
 228 S HIGHLAND ST
 DU BOIS PA 15801

Defendant(s)

Date:

11/19/08

Philip C Warholick
 David R. Galloway #87326 / Philip C. Warholick #86341
 Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
 Amy F. Doyle #87062
 Mann Bracken LLP / Counsel for Plaintiff
 The Successor by Merger to Wolpoff & Abramson, LLP
 and Eskanos & Adler, P. C.
 4660 Trindle Road, Suite 300, Camp Hill, PA 17011
 Telephone: (717) 303-6700 Fax: (717) 737-9051
 Telephone: (717) 303-6700
 Counsel for Plaintiff

S
FILED Any pd. \$95.00
 DEC 03 2008 1cc Atty
 William A. Shaw
 Prothonotary/Clerk of Courts 1cc Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC : NO.

:
ASSIGNEE OF BENEFICIAL
8875 AERO DRIVE :
:
SAN DIEGO CA 92123 :
Plaintiff :
:
VS. : CIVIL ACTION - LAW
:
FRANK W BOYER :
:
228 S HIGHLAND ST :
DU BOIS PA 15801 :
:
Defendant(s)

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PA Lawyer Referral Service
Clearfield County Courthouse
David S. Meholick, Court Administrator
230 East Market Street
Clearfield PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC : NO.
 :
 ASSIGNEE OF BENEFICIAL :
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 Plaintiff :
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 VS. : CIVIL ACTION - LAW
 :
 FRANK W BOYER :
 :
 228 S HIGHLAND ST :
 DU BOIS PA 15801 :
 :
 Defendant(s)

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las paginas, siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en corte de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y podria entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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 Clearfield County Courthouse
 David S. Meholick, Court Administrator
 230 East Market Street
 Clearfield PA 16830
 814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC	:	NO.
	:	
ASSIGNEE OF BENEFICIAL	:	
8875 AERO DRIVE	:	
	:	
SAN DIEGO CA 92123	:	
Plaintiff	:	
	:	
VS.	:	CIVIL ACTION - LAW
	:	
FRANK W BOYER	:	
	:	
228 S HIGHLAND ST	:	
DU BOIS PA 15801	:	
	:	
Defendant(s)	:	

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Mann Bracken LLP, and files this Complaint and in support avers as follows:

1. Plaintiff, MIDLAND FUNDING LLC

located at, ASSIGNEE OF BENEFICIAL
8875 AERO DRIVE
SAN DIEGO CA 92123

2. Defendants, FRANK W BOYER
is/are adult individual(s) with last known address(es) of

228 S HIGHLAND ST
DU BOIS PA 15801

COUNTY OF CLEARFIELD

3. It is averred that Defendant(s) was/were issued an open end credit card account (hereinafter - Account).

4. At all relevant times material hereto, Defendant(s) has/have been a regular user(s) of said Account for the purchase of products, goods, and/or for obtaining services.

5. Defendant(s) was/were provided with monthly statements showing all debits and credits for transactions on the Account to which there was no bona fide objection by Defendant(s). A Statement of Account summarizing the Account is attached hereto as Exhibit "A".

6. Defendant(s) did not object to the above-mentioned statements submitted by Plaintiff and/or its assignors to Defendant(s).

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account as a result of the charges made by said Defendant(s) and/or any authorized users is the sum of \$ 13868.90.

8. Interest has accrued on the aforementioned balance at that rate of 6.00% per annum.

9. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of \$ 2459.92.

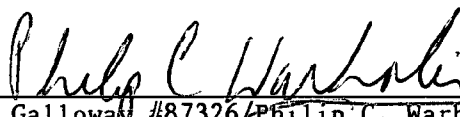
10. Despite reasonable and repeated demands for payment, Defendant(s) has/have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

11. Plaintiff performed any and all conditions precedent to the bringing of the this action.

12. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendant(s) in the amount of \$ 13868.90, plus interest in the amount of \$ 2459.92 , plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,



David R. Galloway #87326 / Philip C. Warholick #86341
 Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
 Amy F. Doyle #87062

MANN BRACKEN LLP / Counsel for Plaintiff

The Successor by Merger to Wolpoff & Abramson, LLP
 and Eskanos & Adler, P. C.

4660 Trindle Road, Suite 300, Camp Hill, PA 17011 / (717) 303-6700

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



David R. Galloway #87326/Philip C. Warholick #86341

Sarah E. Ehasz #86469/Robert N. Polas, Jr. #201259

Amy F. Dcyle #87062

Mann Bracken LLP / Counsel for Plaintiff

The Successor by Merger to Wolpoff & Abramson, LLP
and Eskanos & Adler, P. C.

4660 Trindle Road, Suite 300, Camp Hill, PA 17011

Telephone: (717) 303-6700 Fax: (717) 737-9051

EXHIBIT "A"

File Number 182411670 Media Number 08267002761 Account Number *****1282
PROVIDER MIDLAND FUNDING LLC, ASSIGNEE OF BENEFICI

PAGE 1

ACCOUNT# *****1282 CLIENT# 001846 ACCT BALANCE \$13,868.90
LPYMT DT CLIENT NAME MIDLAND C/O DT 11/30/05
LPYMT ISSUE DT 03/19/05 ORIG-CREDITOR BENEFICIAL
*CC-REC-TYPE*CC-FILENO *CC-FORM-FILE *CC-MASCO-FILE *CC-FORM-ID
01 8527580424 *****1282 CA20.VER1
*CC-FIRM-ID*CC1-DATE-FORM*CC1-LIST-FORM*CC1-COMM*CC1-SUIT-PEE*CC1-ORIG-AMT-OUT
MD16.LAW 09/21/08 27.0 \$.00 \$13,868.90
*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
\$.00 11/30/05 Midland Funding LLC
*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST
Midland Funding LLC
*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000001386890 CL01 \$.00
*CC1-OPEN-DATE*CC1-CO-DATE*CC1-CO-BAL-OUT*CC1-PORT-ID
06/30/04 11/30/05 13868.90 760
*CC1-ORIG-CREDITOR *CC1-ORIG-CREDITOR2
BENEFICIAL
LPYMT ISSUE DT 03/19/05 LPYMT ISSUE AMT .00
*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS
BOYER/FRANK W
*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE
228 S HIGHLAND ST DU BOIS, PA 15801 8143759694
*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-0977
*CC2-HEARING-DATE*CC2-LIEN-DATE*CC2-GARN-DATE*CC2-SERV-TYPE*CC2-CELL-NO
*CC2-SCORE-FICO*CC2-SCORE-COLLECT*CC2-SCORE-OTHER
0 2 0

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

FRANK W. BOYER,

Defendant.

:
:
:
: CIVIL ACTION
:
: No. 08 - 2314 CD
:
:
: Type of Pleading:
: **ANSWER AND NEW MATTER**
:
: Filed on behalf of: Defendant
:
: Counsel of Record for this
: Party: None/Pro Se
:
: FRANK W. BOYER
: 228 S Highland Street
: DuBois, PA 15801
:
:

FILED 2cc
9/12/08 Def.
DEC 10 2008 (610)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

FRANK W. BOYER,

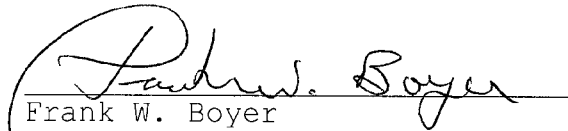
Defendant.

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: CIVIL ACTION
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: No. 08 - 2314 CD
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NOTICE TO DEFEND

You are hereby Ordered to plead to the enclosed New Matter within twenty (20) days from service hereof or a default judgment may be entered against you.

Date 12/10/08


Frank W. Boyer
Pro Se

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

MIDLAND FUNDING, LLC,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
vs.	:	No. 08 - 2314 CD
	:	
FRANK W. BOYER,	:	
	:	
Defendant.	:	

ANSWER

AND NOW, comes the Defendant and files the following Answer to the Plaintiffs Complaint:

1. Admitted in part; denied in part. It is admitted that the Plaintiff is Midland Funding, LLC, but strictly denied that it is an assignee of Beneficial or that the Defendant has ever had any dealings with the Plaintiff herein. Strict proof demanded of any basis for this allegation.

2. Admitted.

3. Denied. The Defendant denies that he was ever issued an open end credit card account for which he would be obligated to pay the Plaintiff. Strict proof of the same is demanded.

4. Denied. As the Defendant denies that he ever had such an open ended account, the Defendant denies that he utilized said account to purchase products, goods and/or obtain services through its utilization.

5. Denied. The Defendant denies that Exhibit A had ever been provided to the Defendant herein and avers it does not accurately reflect all of the debits and credits relative to any account. As

the Defendant was never provided said statements, the Defendant admits that he never objected to the same but now, upon obtaining the same, demands such itemization in accordance with the Fair Debt Collection Act. The Defendant denies that he is, in any way, obligated to the Plaintiff, Midland Funding, LLC, and demands strict proof of any such obligation.

6. Denied. The Defendant denies that Exhibit A had ever been provided to the Defendant herein and avers that it does not accurately reflect all of the debits and credits relative to any account. As the Defendant was never provided said statements, the Defendant admits that he never objected to the same but now, upon obtaining the same, demands such itemization in accordance with the Fair Debt Collection Act. The Defendant denies that he is, in any way, obligated to the Plaintiff, Midland Funding, LLC, and demands strict proof of any such obligation.

7. Denied. As the Defendant denies that he ever denies that he had such an open ended account, the Defendant further denies that he utilized said account to purchase products, goods and/or obtain services through its utilization; therefore, the Defendant denies that the alleged balance is owed to the Plaintiff herein. Strict proof of the same demanded at time of Trial.

8. and 9. Denied. The Defendant denies that any interest is owed on the alleged balance as the Defendant denies that he owes the alleged balance.

10. Denied. Prior to the initiation of suit in this matter by the Plaintiff, Midland Funding, LLC, the Plaintiff had never demanded payment from the defendant herein. The Defendant, through

his Answer in this matter does refuse and continues to refuse to pay the amount claimed by the Plaintiff herein as the Defendant denies any legal obligation to pay the Plaintiff.

11. As there is no contractual relationship between the Plaintiff and Defendant, the Defendant denies any condition precedent being required; however, to the extent that the Court may find that there is a contract between the Plaintiff and the Defendant, the Defendant dies that any contractual precedents were met as no attempts were made by the Plaintiff herein prior to the initiation of suit to address this matter without utilization of this pending litigation.

12. Admitted.

WHEREFORE, the Defendant requests that the Plaintiffs Complaint be dismissed and Judgment be entered in his favor along with such other relief as this Court may deem appropriate.

NEW MATTER

13. The foregoing paragraphs are incorporated herein by reference thereto.

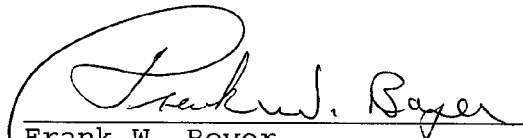
14. This action by the Plaintiff herein is barred by the applicable statute of limitations in whole or in part.

15. The attempt to utilize this litigation is a violation of the Pennsylvania Unfair Trade Practices Act and the Federal Fair Debt Collection Act for which based upon misrepresentations and fraud by the Plaintiff herein in an attempt to obtain Judgment by a party on a debt for which the Plaintiff has no standing to collect.

16. Consistent with both Act, the Defendant requests an award of attorney fees and costs along with such other relief as granted by said Acts including injunctive relief and punitive damages.

WHEREFORE, the Defendant demands Judgment in his favor including the assessment of attorney fees, costs and such other relief as granted by said Acts including injunctive relief and punitive damages.

Respectfully submitted,


Frank W. Boyer
Pro Se

VERIFICATION

I, Frank W. Boyer, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated:

12/10/08

Frank W. Boyer

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

FRANK W. BOYER,

Defendant.

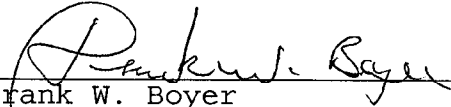
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: CIVIL ACTION
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: No. 08 - 2314 CD
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CERTIFICATE OF SERVICE

I, Frank W. Boyer, do hereby certify that a true and correct copy of the within Answer and New Matter was served upon the following by U. S. First Class Mail, Postage Prepaid:

Philip c. Warholic, Esquire
Mann Bracken, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011

Date: 12/10/08



Frank W. Boyer
Pro Se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2314-CD

MIDLAND FUNDING LLC

vs

FRANK W. BOYER

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 01/02/2009

HEARING:

PAGE: 105003

DEFENDANT: FRANK W. BOYER
ADDRESS: 228 S. HIGHLAND ST.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-5-08 AT 11:10 AM/PM SERVED THE WITHIN

COMPLAINT ON FRANK W. BOYER, DEFENDANT

BY HANDING TO FRANK Boyer / Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 228 S Highland ST. DUBOIS PA 15801

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR FRANK W. BOYER

AT (ADDRESS)

NOW AT AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO FRANK W. BOYER

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Neshub
Deputy Signature

Jerome M. Neshub
Print Deputy Name

FILED
013:50/01
DEC 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED ^{EW}

DEC 22 2008

W/12:05/W

William A. Shaw
Prothonotary/Clerk of Courts
LCENR TO ATT

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,
Plaintiff

: NO. 08-2314-CD

vs.

: CIVIL ACTION – LAW

FRANK W. BOYER,
Defendant

:
:
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:

REPLY TO DEFENDANT'S NEW MATTER

AND NOW, TO WIT, this 18 day of December, 2008, comes the
Plaintiff, Midland Funding, LLC, Assignee of Beneficial, by and through its
attorneys, and files the following Reply to New Matter as a statement
herein:

13. Denied. Paragraph 13 of Defendant's New Matter is an
Incorporation paragraph to which no response is required. To the extent
that a response may be necessary, same is denied and strict proof thereof
is demanded at trial.

14 Denied. The allegations contained in Paragraph 14 of
Defendant's New Matter are conclusions of law to which no response is
required. To the extent that Plaintiff is required to answer, Plaintiff
specifically denies the allegations contained in this paragraph and
demands strict proof thereof. By way of further response, Defendant's
last payment on this account was received on March 19, 2005. This
matter has clearly been filed within the applicable statute of limitations.

15. Denied. The allegations contained in Paragraph 15 of Defendant's New Matter are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof. Furthermore, any allegations of wrongdoing on the part of the Plaintiff are strictly denied. By way of further response, Plaintiff has been assigned the debt due and owing by the Defendant. As assignee of the debt, Plaintiff has all rights available to the original creditor.

16. Denied. The allegations contained in Paragraph 16 of Defendant's New Matter are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof. By way of further response, Plaintiff objects to the request for attorney's fees and other relief in New Matter. These requests can only be raised in the form of a Counterclaim. As Defendant has failed to file same, these claims are waived.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court dismiss Defendant's New Matter, and enter judgment in favor of Plaintiff and against Defendant, along with the allowable costs of this action, and such further relief as the Court deems appropriate.

Respectfully submitted,
MANN BRACKEN, LLC

By: 

Sarah E. Ehasz, Esquire #86469
4660 Trindle Rd., Ste. 300
Camp Hill, PA 17011
(717) 303-6700

Attorneys in the Practice of Debt Collection
MANN BRACKEN, LLC, is the Successor
by Merger to Wolpoff & Abramson, LLP and
Eskanos & Adler, PC
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, MIDLAND FUNDING, LLC, Assignee of Beneficial, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Reply to New Matter are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

MANN BRACKEN, LLC

By: 

Sarah E. Ehasz, Esquire #86469
4660 Trindle Rd., Ste. 300
Camp Hill, PA 17011
(717) 303-6700

Attorneys in the Practice of Debt Collection
MANN BRACKEN, LLC, is the Successor
by Merger to Wolpoff & Abramson, LLP and
Eskanos & Adler, PC
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,
Plaintiff

vs.

FRANK W. BOYER,
Defendant

:
: NO. 08-2314-CD
:

: CIVIL ACTION – LAW
:
:

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the
foregoing Reply to New Matter upon the pro se Defendant, by First Class
Mail, Postage Pre-Paid, a copy thereof on this 18 day of December,
2008, to:

Frank W. Boyer
228 S. Highland Street
DuBois, PA 15801

MANN BRACKEN, LLC

By: 

Sarah E. Ehasz, Esquire #86469
4660 Trindle Rd., Ste. 300
Camp Hill, PA 17011
(717) 303-6700

Attorneys in the Practice of Debt Collection
MANN BRACKEN, LLC, is the Successor
by Merger to Wolpoff & Abramson, LLP and
Eskanos & Adler, PC
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105003
NO: 08-2314-CD
SERVICES 1
COMPLAINT

PLAINTIFF: MIDLAND FUNDING LLC
vs.
DEFENDANT: FRANK W. BOYER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MANN	00094598	10.00
SHERIFF HAWKINS	MANN	00094598	40.65

9
FILED
013:35LM
MAR 25 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED

MAR 25 2009

William A. Shaw
Prothonctary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED ^{EW}

MAY 01 2009

6/13/50/W
William A. Shaw
Prothonotary/Clerk of Courts

2 CEN to
NEW

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL
(Plaintiff)

CIVIL ACTION

(Street Address)

(City, State ZIP)

No. 08-2314-CD

Type of Case: CIVIL ACTION-LAW

Type of Pleading: ANSWERS

VS.

Filed on Behalf of:

FRANK W. BOYER
(Defendant)

(Plaintiff) Defendant

228 S. Highland St.
(Street Address)

DUBOIS, PA. 15801
(City, State ZIP)

FRANK W. BOYER
(Filed by)

228 S. Highland St. Dubois, PA.
(Address) 15801

(814) 375-9694
(Phone)

Frank W. Boyer
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,

Plaintiff

vs.

FRANK W. BOYER,

Defendant

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NO. 08-2314-CD

CIVIL ACTION – LAW

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND
REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff demands that Defendant answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendant answer and respond to the following Request for Admissions pursuant to Pa. Rule of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "documents(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify", "identification", when used with respect to a dated, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such an act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such an act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose file it was produced and all current custodian of said document.

If a document called for it is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian, or disseminator of such document.

If any document called for by this request is withheld on the basis of any claims of privilege or any similar claim, identify that document as follows: author, addressee; indicated or blind copies, dated, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject loan account referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda,

Request for Production of Documents:

1. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he was ever issued an open ended credit card account and, therefore, has never made any payments related to such open ended credit card account.
2. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he was ever issued an open ended credit card account and, therefore, has never made any payments related to such open ended credit card account.

Request for Admissions:

1. Denied. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he was ever applied for an open ended credit card account and, therefore, there is no written documentation relating to such an open ended credit card account as such never existed.
2. Denied. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he was ever issued an open ended credit card account and, therefore, has never made any payments related to such open ended credit card account.
3. Denied. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he any payment was made as there never existed any such open ended credit card account.
4. Denied. The Complaint alleges only suit over an open end credit card account. The Defendant denies that any such account ever existed and denies that he ever received billing relating to an open ended credit card account and, therefore, has never disputed any such billing as none ever existed.
5. Denied. The Complaint alleges only suit over an open end credit card account. The Defendant denies that he owes any balance on the open ended credit account upon which suit is based as no such open ended credit card account ever existed.

invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

see attached

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend and/or provide testimony on as evidence at the time of the trial.

see attached

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the loan referenced in the Complaint.

Admitted _____

Denied X

see attached

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

Defendant has failed to make all required payments on the loan.

Admitted _____

Denied X

see attached

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendant's last payment on the loan which is the subject of this lawsuit was made on March 19, 2005.

Admitted _____

Denied X *see attached*

If the answer to Request for Admissions No. 3 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial. Also, specify which payments and charges are inaccurately identified.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to any billing inaccuracy concerning the loan in question.

Admitted _____

Denied X *see attached*

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:

\$13,868.50 is the correct and accurate outstanding balance of the loan in question. \$2,459.92 is the correct and accurate outstanding interest owed on the loan in question.

Admitted _____

Denied X *see attached*

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial and indicate with full explanation what you believe to be the correct balance.

MANN BRACKEN, LLP

By: 

Sarah E. Ehasz, Esquire #86469

Mann Bracken, LLP

4660 Trindle Rd., Ste. 300

Camp Hill, PA 17011

(866) 253-0128

Attorneys in the Practice of Debt Collection

MANN BRACKEN, LLP, is the Successor by

Merger to Wolpoff & Abramson, LLP and

Eskanos & Adler, PC

Counsel for Plaintiff

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

BOYER, FRANK W
SS# 191500977
BOYER, MARIA L
SS# 171549624
228 S HIGHLAND ST
DU BOIS PA 15801

LOAN NO: 711723-601282

DATE OF LOAN 06/30/2004	FIRST PAYMENT DUE DATE 07/30/2004	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 06/30/2009	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 23,834.40	AMOUNT FINANCED \$ 13,197.26			
TOTAL FINANCE CHARGE \$ 10,637.14	SCHEDULED INTEREST \$ 10,487.14	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 908.81	DISABILITY INS PREMIUM \$ 1,844.78	IUI PREMIUM \$ 943.84		
FIRST INSTALLMENT \$ 397.24	MONTHLY INSTALLMENT \$ 397.24	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

- Title insurance on real estate security.
- Fire and extended coverage insurance on real estate security.
- Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".
- Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

05-01-04 NRE



*B4319361EJ94CEA9000PAB750210**BOYER

*

ORIGINAL

PAB75021

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

05-01-04 NRE

PAB75022



*B4319361EJ94CEA9000PAB750220**BOYER

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Robert L. Boyer (SEAL)

Maria L. Boyer (SEAL)

WITNESS: _____ (SEAL)

Nicholas Adair



TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)

LENDER (Called "We", "Our", "Us")
 BENEFICIAL CONSUMER DISCOUNT COMPANY
 90 BEAVER DRIVE
 SUITE 114 C
 DUBOIS PA 15801

BORROWERS (Called "You", "Your")

LOAN NO: 711723-601282

BOYER, FRANK W
 BOYER, MARIA L
 228 S HIGHLAND ST
 DU BOIS PA 15801

• ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 26.269%	• FINANCE CHARGE The dollar amount the credit will cost you. \$ 10637.14	Amount Financed The amount of credit provided to you or on your behalf. \$ 13197.26	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 23834.40	Date of Loan 06/30/04
-----------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------	---------------------------------

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 397.24	07/30/04
059	\$ 397.24	Day 30 of each month thereafter.

Late Charge: If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

NOTICE: The following page contains additional information.



TRUTH-IN-LENDING DISCLOSURES (Page 2 of 2)

ITEMIZATION OF THE AMOUNT FINANCED

TO: 71172300597786.....	\$	4204.92
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$	908.81
CREDIT DISABILITY INSURANCE (PAID TO INSURANCE COMPANY).....	\$	1844.78
CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE (PAID TO INSURANCE COMPANY).....	\$	943.84
CASH OR CHECK TO BORROWER.....	\$	5294.91
PREPAID FINANCE CHARGE.....	\$	150.00
AMOUNT FINANCED (EXCLUDING PREPAID FINANCE CHARGE).....	\$	13197.26

11-26-02 NRE TIL

PAB18112



*B4319361EJ94FED9000PAB181120**BOYER

ORIGINAL

P.O. Box 1547
Chesapeake, VA 23327



Date 07/24/2004

Frank Boyer
228 S HIGHLAND ST
DUBOIS PA 15801

CONVENIENCE DATE CHANGE

Account Number 71172300601282

Re: Payment Date Change Request

Dear Frank Boyer

This letter will confirm that your request to change the date on which you will make your payment on your above loan has been processed. As you requested, we have updated our records to indicate that your payments will be made on the 15th of each month rather than the 30th of each month.

You should be aware that the standard payment amount shown on your loan agreement was calculated assuming that there would be 30 days between each payment. Since this payment date change has resulted in an extension of more than 30 days since your last payment, additional unpaid interest has accrued.

If you choose to pay this additional unpaid interest at this time, please contact our Customer Service Department at 1-800-660-1809. If you do not choose to pay this additional unpaid interest at this time, this amount will be automatically transferred to deferred interest upon receipt of your next full standard payment. The amount of deferred interest will be shown on your monthly billing statement and is due and payable at the end of your contract or when your loan is paid in full, if sooner.

Thank you for allowing us to serve you. Please contact our Customer Service Department, if you have any questions.

Sincerely,

Customer Service Department

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,

Plaintiff

vs.

FRANK W. BOYER,

Defendant

:
:
:
:
:
:
:
:
:

NO. 08-2314-CD

CIVIL ACTION – LAW

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Plaintiff's First Request for Admissions and Request for Production of
Documents upon the Defendant, by First Class Mail, Postage Pre-Paid, a copy
thereof on this 21 day of April, 2009, to:

Frank Boyer
228 S. Highland Street
Du Bois, PA 15801

MANN BRACKEN, LLP

By: 

Sarah E. Ehasz, Esquire #86469

Mann Bracken, LLP

4660 Trindle Rd., Ste. 300

Camp Hill, PA 17011

(866) 253-0128

Attorneys in the Practice of Debt Collection

MANN BRACKEN, LLC, is the Successor by

Merger to Wolpoff & Abramson, LLP and

Eskanos & Adler, PC

Counsel for Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

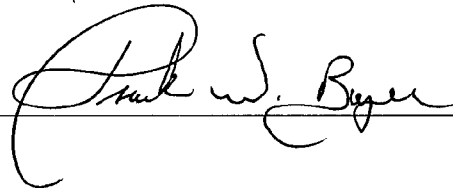
MIDLAND FUNDING, LLC,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
vs.	:	No. 08 - 2314 CD
	:	
FRANK W. BOYER,	:	
	:	
Defendant.	:	

VERIFICATION

I, Frank W. Boyer, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answers to Request for Admissions and Answers to Production of Documents are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: _____

5/01/09



FILED
MAY 01 2009
William A. Shaw
Prothonotary/Clerk of Courts

Ex

5

William A. Shaw

2 CFM TO

DERL

2

DuBois, PA 15801

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

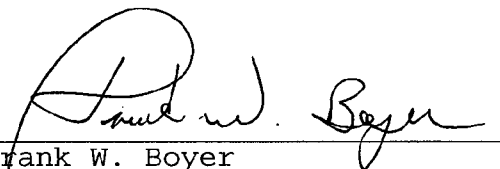
MIDLAND FUNDING, LLC,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
vs.	:	No. 08 - 2314 CD
	:	
FRANK W. BOYER,	:	
	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Frank W. Boyer, do hereby certify that a true and correct copy of the Answers to Request for Admissions and Answers to Production of Documents was served upon the following by U. S. First Class Mail, Postage Prepaid:

Sarah E. Ehasz, Esquire
Mann Bracken, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011

Date: 5/01/09



Frank W. Boyer
Pro Se

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING, LLC ,
ASSIGNEE OF BENEFICIAL,

Civil Action

Plaintiff

v.

No. 08-2314-CD

FRANK W BOYER,

Defendant

FILED
AUG 05 2010
11:45 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 sent to Att

PRAECIPE TO WITHDRAW CASE FROM ARBITRATION LIST

TO THE PROTHONOTARY:

Kindly remove the above case from the Arbitration list scheduled for September 21, 2010.

Respectfully submitted,

Date: 8.3.10

By: [Signature]
David R Galloway, Esquire #87326
Fulton, Friedman & Gullace, LLP
130B Gettysburg Pike
Mechanicsburg, PA 17055
(717) 610-3337

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipec was served this date by depositing same in the Post Office, first class mail, postage paid, addressed as follows:

Joseph Ellermeyer, Esquire
379 Main St
Brookville, PA 15825

Respectfully submitted,

Date: 8.3.10

By: [Signature]
David R Galloway, Esquire #87326

William A. Shaw
Notary Public/Clerk of Courts

AUG 05 2010

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,
Plaintiff

NO. 08-2314-CD

VS

CIVIL ACTION - LAW

FRANK W BOYER
Defendant(s)

PRAECIPE FOR ARBITRATION

TO: Prothonotary

FILED

JUN 21 2010

W/9:30/C
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to Attor

Please place the above listed case at issue. The nature of the case, including dates, times, locations and names of parties, are agreed to be as hereafter set forth. The issues involved are likewise hereafter set forth.

STATEMENT OF NATURE OF CASE:

Monies due by Defendant(s) to Plaintiff.


STATEMENT OF ISSUES:

Monies due by Defendant(s) to Plaintiff.

ESTIMATED TIME FOR HEARING:

One (1) Hour.

Date: 6/14/08



David R Galloway, #87326
Fulton, Friedman & Gullace, LLP
130B Gettysburg Pike
Mechanicsburg, PA 17055
(717) 610-3337
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING, LLC,
ASSIGNEE OF BENEFICIAL,
Plaintiff

NO. 08-2314-CD

VS

CIVIL ACTION – LAW

FRANK W BOYER
Defendant(s)

CERTIFICATE OF SERVICE

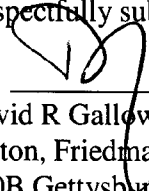
TO THE PROTHONOTARY:

I hereby certify that a copy of the foregoing Praecipe for Arbitration was served this date by depositing same in the Post Office, first class mail, postage paid, addressed as follows:

Frank W Boyer
228 S Highland St
Du Bois, PA 15801

Date: June 17, 2010

Respectfully submitted,

By: 
David R Galloway, Esquire #87326
Fulton, Friedman & Gullace, LLP
130B Gettysburg Pike
Mechanicsburg, PA 17055

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MIDLAND FUNDING, LLC
ASSIGNEE OF BENEFICIAL,
Plaintiff

v.

FRANK W BOYER,
Defendant

No. 08-2314-CD

FILED

AUG 16 2010

William A. Shaw
Prothonotary/Clerk of Courts
1 SENT TO ATT

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Plaintiff Midland Funding, LLC.

FULTON, FRIEDMAN & GULLACE, LLP

David R Galloway, #87326
130B Gettysburg Pike
Mechanicsburg, PA 17055
(717) 610-3337
Fax (717) 620-8706

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of Plaintiff, Midland Funding, LLC.

Philip C. Warholc
Attorney I.D. #86341

Sarah E. Ehasz
Sarah E Ehasz, Esquire
Attorney I.D. #86469

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MIDLAND FUNDING, LLC
ASSIGNEE OF BENEFICIAL
Plaintiff

vs.


FRANK W. BOYER
Defendant

:
:
: No. 2008-2314-CD
:
:
:
:

ORDER

NOW, this 16th day of August, 2010, it is the ORDER of the Court that the above-captioned matter, scheduled for Arbitration on **Tuesday, September 21, 2010 at 9:00 A.M.** is hereby cancelled due to the filing of a Praecipe to Withdraw Case From Arbitration List by Plaintiff's counsel, on August 5, 2010.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED 1cc Atty's:
072:0384 Galloway
AUG 17 2010 Ellermeier
William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 17 2010

William A. Straw
Prothonotary/Clerk of Courts

DATE: 8/17/10

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC
assignee of BENEFICIAL

v. Plaintiff

NO. 08-2314-CD
CIVIL ACTION - LAW

FRANK W BOYER

Defendant(s)

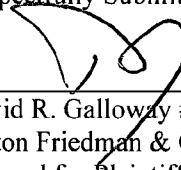
FILED
11:10:34 a.m. 6/1
SEP 01 2010
No CC
William A. Shaw
Prothonotary/Clerk of Courts (bl)

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the undersigned as counsel for Plaintiff in the captioned matter.

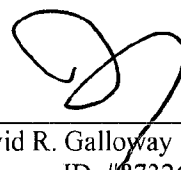
Respectfully Submitted,

By: 
David R. Galloway #87326
Fulton Friedman & Gullace, LLP
Counsel for Plaintiff
Attorneys in the Practice of Debt Collection
130B Gettysburg Pike
Mechanicsburg, PA 17055
Tel: (866) 563-0809 Fax: (585) 546-4241

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipe was served this date by depositing same in the Post Office, first class mail, postage prepaid, addressed as follows:

FRANK W BOYER
228 S HIGHLAND ST
DU BOIS PA 15801


David R. Galloway
Attorney ID #87326
8-30-10
Date

FFG File #: 136212



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC
assignee of BENEFICIAL

v. Plaintiff

NO. 08-2314-CD
CIVIL ACTION - LAW

FRANK W BOYER

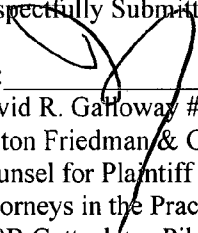
Defendant(s)

PRAECIPE TO SETTLE, DISCONTINUE & END

TO THE PROTHONOTARY:

Please mark the above captioned action as settled, discontinued and ended.

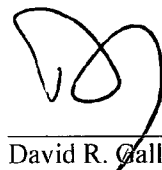
Respectfully Submitted,

By: 
David R. Galloway #87326
Fulton Friedman & Gullace, LLP
Counsel for Plaintiff
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipe was served this date by depositing same in the Post Office, first class mail, postage prepaid, addressed as follows:

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